A

OCBC Bank (M) Bhd v Gunasegaran a/l Arunasalam

HIGH COURT (KUALA LUMPUR) — ORIGINATING SUMMONS NO S2–24–569 OF 1999
KAMALANATHAN RATNAM J
B 26 APRIL 2000

Land Law *— Charge — Notice of demand — Statutory period — Meaning of 'or such alternative period as may be specified in the charge' — Whether chargee has right to shorten period to less than 30 days — National Land Code 1965 s 254(1)(b)*

C The plaintiff granted a housing loan facility to the defendant, the registered owner of a property, which was charged to the plaintiff as consideration for the loan facility. The defendant defaulted and the plaintiff sent a statutory notice requiring defendant to remedy the breach within seven days from service of the statutory notice.

D **Held**, dismissing the plaintiff's application with costs:

The interpretation of the words 'or such alternative period as may be specified in the charge' in s 254(1)(b) of the National Land Code 1965 ought to be read as meaning a period in excess of 30 days and not less than 30 days. Thus, the plaintiff had no right to shorten the
E period from 30 days to anything less than that (see p 860G–H); *Mohamed Khalid & Anor v Citibank & Anor* [2000] 5 MLJ 421 followed.

[Bahasa Malaysia summary

F Plaintif memberikan kemudahan pinjaman perumahan kepada defendan, pemilik berdaftar hartanah tersebut, yang dicaj kepada plaintif sebagai balasan kemudahan pinjaman tersebut. Defendan memungkiri bayaran dan plaintif mengirim notis berkanun mewajibkan defendan memperbetulkan keingkaran itu dalam tempoh
G tujuh hari dari penyampaian notis berkanun tersebut.

Diputuskan, menolak permohonan plaintif dengan kos:

Tafsiran perkataan-perkataan 'atau tempoh alternatif yang ditetapkan dalam caj', dalam s 254(1)(b) Kanun Tanah Negara 1965 patut difahami sebagai satu tempoh yang melebihi 30 hari dan tidak kurang
H dari 30 hari. Oleh itu, plaintif tidak berhak menyingkatkan tempoh tersebut dari 30 hari kepada apa-apa tempoh yang lebih pendek daripada itu (lihat ms 860G–H); *Mohamed Khalid & Anor v Citibank & Anor* [2000] 5 MLJ 421 diikut.]

I **Notes**

For cases on notice of demand generally, see 8 *Mallal's Digest* (4th Ed, 1999 Reissue) paras 1645–1659.

Cases referred to

Mohamed Khalid & Anor v Citibank & Anor [2000] 5 MLJ 421 (refd)

Legislation referred to

National Land Code 1965 s 254(1)(b)

Edmund Bon (Chooi & Co) for the plaintiff.
Gunasegaran a/l Arunasalam for the defendant.

Kamalanathan Ratnam J:

Facts

The defendant is the registered owner of property held under HS (M) 4443, Lot No 48164, Mukim of Batu, District of Kuala Lumpur ('the property'). The plaintiff granted the defendant a housing loan facility amounting to RM67,400 ('the loan facility') with interest thereon under the terms and conditions of a housing loan agreement dated 12 May 1995 ('the loan agreement'). In consideration of the plaintiff granting the loan facility to the defendant, the defendant charged to the plaintiff the property upon various terms and conditions. The defendant defaulted. The plaintiff sent a statutory notice dated 24 February 1997 requiring the defendant to remedy the breach within seven days from the date of the service of the statutory notice.

Findings of the court

In the course of his submission, I referred Mr Edmund Bon to s 254(1)(b) of the National Land Code 1965 ('the NLC') and enquired from him if he had any authority to support his case that the second half of sub-s (b) should be interpreted to read as giving the plaintiff bank the right to shorten the period from 30 days to anything less than that. Mr Bon readily conceded he had none.

Therefore, upon the authority of my earlier decision in *Mohamed Khalid & Anor v Citibank & Anor* [2000] 5 MLJ 421 wherein I had held that the words 'or such alternative period as may be specified in the charge' ought to be read as meaning a period in excess of 30 days and not less than 30 days, I dismissed the plaintiff's application with costs.

Plaintiff's application dismissed with costs.

Reported by Anitha Ratnam